

EXHIBIT A

**2/8/2017 Zelaznik Depo Tr.
Excerpts**

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

Cung Le, Nathan Quarry, Jon)
Fitch, on behalf of)
themselves and all others)
similarly situated,)

Plaintiffs,)

v.)

Case No.

2:15-cv-01045-RFB- (PAL)

Zuffa, LLC, d/b/a Ultimate)
Fighting Championship and)
UFC,)

Defendant.)

CONFIDENTIAL

VIDEOTAPED DEPOSITION OF MARSHALL ZELAZNIK

SANTA MONICA, CALIFORNIA

FEBRUARY 8, 2017

11:18 A.M.

Reported by:

Cheryl M. Haab, CSR No. 13600, RPR, CLR

Job No. 48484

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10)	10 * * *
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2 For Plaintiffs:	2 EXHIBITS MARKED
3 JOSEPH SAVERI LAW FIRM	3 Exhibit 173 E-mail string (ZFL-0916001-003) 44
4 555 Montgomery Street, Suite 1210	4 Exhibit 174 "Re: Canadian Broadcast Agreement - UFC Content" dated 57
5 San Francisco, California 94111	5 March 4, 2011 (ZUF-00228479-486)
6 BY: KEVIN E. RAYHILL, ESQ.	6 Exhibit 175 E-mail string (ZFL-0916483-485) 77
7 krayhill@saverilawfirm.com	7 Exhibit 176 E-mail string (ZFL-2544420) 98
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10 For Defendants:	10 Exhibit 179 E-mail string (ZFL-1002878-879) 113
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13 Washington, DC 20005	13 Exhibit 182 E-mail string (ZFL-1121583-585) 134
14 BY: NICHOLAS A. WIDNELL, ESQ.	14 Exhibit 183 "ZFL1514933 12'13 Zuffa IS YTD Side by Side" 141
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16 BOIES, SCHILLER & FLEXNER LLP	16 Exhibit 184 "Marketing and Promotion Services Agreement" (ZUF-00228470-478) 151
17 1999 Harrison Street, Suite 900	17 Exhibit 185 E-mail string (ZUF-00108790-797) 155
18 Oakland, California 94612	18 and attachment (ZUF-00108886-928)
19 BY: BRENT K. NAKAMURA, ESQ.	19
20 bnakamura@bsflp.com	20 Exhibit 186 E-mail string (ZFL-1448354) 168
21 Also Present:	21
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3 JOHN AZPILICUETA, Videographer	4
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<p>6</p> <p>1 FEBRUARY 8, 2017, 11:18 A.M.</p> <p>2 SANTA MONICA, CALIFORNIA</p> <p>3 --oOo--</p> <p>4 THE VIDEOGRAPHER: Good morning. This begins</p> <p>5 Media No. 1 to videotaped deposition of Marshall</p> <p>6 Zelaznik, in the matter of Cung Le et al., versus</p> <p>7 Zuffa, LLC, et al. This case is in the United States</p> <p>8 District Court, District of Nevada, with case number</p> <p>9 2:15-cv-01045-RFB. Today's date is</p> <p>10 February 8, 2017, and the time is 11:18 a.m.</p> <p>11 This deposition is taking place at</p> <p>12 401 Wilshire Boulevard, Suite 850, Santa Monica,</p> <p>13 California 90401. The videographer is John</p> <p>14 Azpilicueta, here with our court reporter, Cheryl</p> <p>15 Haab. We're both with David Feldman Worldwide in</p> <p>16 New York, New York.</p> <p>17 At this time, would counsel please introduce</p> <p>18 yourselves and state whom you represent.</p> <p>19 MR. RAYHILL: I'm Kevin Rayhill from the</p> <p>20 Joseph Saveri Law Firm, representing the plaintiffs.</p> <p>21 MR. WIDNELL: I'm Nicholas Widnell with</p> <p>22 Boies, Schiller & Flexner, representing Zuffa, LLC,</p> <p>23 and Mr. Zelaznik.</p> <p>24 MR. NAKAMURA: I'm Brent Nakamura, also from</p> <p>25 Boies, Schiller & Flexner, representing Zuffa, LLC,</p>	<p>8</p> <p>1 Okay?</p> <p>2 Of course, when I ask a question, your</p> <p>3 attorneys can object. You want to let them get</p> <p>4 their objection in, and then you can go ahead and</p> <p>5 answer, unless they instruct you not to answer based</p> <p>6 on the privilege. But otherwise, after the</p> <p>7 objection, you can go ahead and answer the -- answer</p> <p>8 the question.</p> <p>9 Please make sure you reply verbally so that</p> <p>10 it goes on the record. Shakes of the head don't get</p> <p>11 recorded.</p> <p>12 I think that's all I've got.</p> <p>13 So can you state your name for the record.</p> <p>14 A Sure. Marshall Zelaznik, Z-e-l-a-z-n-i-k.</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 Is there any reason you cannot answer the</p> <p>19 questions I put to you today fully, completely,</p> <p>20 truthfully?</p> <p>21 A No reason.</p> <p>22 Q Any medications that might impair your</p> <p>23 ability to --</p> <p>24 A No, sir.</p> <p>25 Q -- answer?</p>
<p>7</p> <p>1 as well as the deponent.</p> <p>2 MR. BELLAMY: And I'm Tim Bellamy. I'm an</p> <p>3 in-house attorney with Zuffa, LLC.</p> <p>4 THE VIDEOGRAPHER: Thank you.</p> <p>5 May the court reporter please swear in the</p> <p>6 witness.</p> <p>7 (Whereupon, the witness was duly sworn by the</p> <p>8 court reporter.)</p> <p>9 --oOo--</p> <p>10 EXAMINATION</p> <p>11 BY MR. RAYHILL:</p> <p>12 Q Okay. Good morning. I'm Kevin Rayhill. I</p> <p>13 represent the plaintiffs, and I'll be asking you</p> <p>14 questions today about your role and your time at</p> <p>15 Zuffa.</p> <p>16 I understand you're an attorney. Isn't</p> <p>17 that -- is that right?</p> <p>18 A That's right.</p> <p>19 Q I'm going to go through a few housekeeping</p> <p>20 things, but probably it will be old news to you.</p> <p>21 First of all, if you need to take a break,</p> <p>22 just say the word, and you know, we can -- we can</p> <p>23 certainly accommodate you, provided if I've asked</p> <p>24 the question, I just ask that you answer the</p> <p>25 question before taking a break.</p>	<p>9</p> <p>1 Very good. Thank you. When would you say</p> <p>2 you first learned about this lawsuit?</p> <p>3 A Hmm. Within the last 18 months to 2 years,</p> <p>4 maybe? I'm not sure. Somewhere in there.</p> <p>5 Q That sounds about right.</p> <p>6 Have you read the complaint?</p> <p>7 A No.</p> <p>8 Q Any of the court orders or filings?</p> <p>9 A Just an order I signed, a document ensure --</p> <p>10 promising to maintain the privileges, I guess, and</p> <p>11 the protective order.</p> <p>12 Q Very good. Do you know any of the named</p> <p>13 plaintiffs personally -- Cung Le, Nate Quarry, Kyle</p> <p>14 Kingsbury?</p> <p>15 A I know them as fighters of the UFC, but in</p> <p>16 terms of what "personally" means, I didn't have a</p> <p>17 personal relationship with them. But I would have</p> <p>18 met some of them, I suspect.</p> <p>19 Q Very good. Understood.</p> <p>20 Do you still have any financial interest in</p> <p>21 Zuffa?</p> <p>22 A No.</p> <p>23 Q So no deferred compensation or anything like</p> <p>24 along those lines coming to you from Zuffa?</p> <p>25 A [REDACTED]</p>

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<p style="text-align: right;">14</p> <p>1 broadcast on UFC.com?</p> <p>2 A Well, there was a team that generated</p> <p>3 original content. So they would write stories,</p> <p>4 create video assets that would focus on an upcoming</p> <p>5 event or a fighter. It was primarily a marketing</p> <p>6 tool, is what UFC.com was. It was a way to get</p> <p>7 information to fans about what was coming up in the</p> <p>8 UFC or what just happened in the UFC, sort of news</p> <p>9 and information. So it was information like that,</p> <p>10 primarily. There were win/loss records maintained</p> <p>11 there. There were fighter bios that were updated.</p> <p>12 There were TV scheduling information so you knew</p> <p>13 where to go to watch the UFC. Things like that.</p> <p>14 Q Uh-huh. So was any -- like, a fight tape</p> <p>15 content broadcasted through the UFC.com?</p> <p>16 A Yeah. If there were -- if -- generally, the</p> <p>17 content was produced by the production group, which</p> <p>18 I didn't -- wasn't responsible for. So whatever</p> <p>19 content was produced, we looked for ways to</p> <p>20 distribute that content. Sometimes it would be on</p> <p>21 UFC.com, and sometimes it would be another place or</p> <p>22 multiple places.</p>	<p style="text-align: right;">16</p> <p>1 THE WITNESS: They might start at UFC.com as</p> <p>2 a way to get to the content. Because from UFC.com</p> <p>3 you could get to the area in the system where that</p> <p>4 content was available.</p> <p>5 BY MR. RAYHILL:</p> <p>6 Q And what area was that?</p> <p>7 A It was primarily available within our Fight</p> <p>8 Pass product.</p> <p>9 Q Okay. Fight Pass, that's a program that --</p> <p>10 that you developed; is that correct?</p> <p>11 A One of many that was a part of it. But I was</p> <p>12 part of the team that helped build that business.</p> <p>13 Q Were you part of the team that sort of came</p> <p>14 up with the concept for the business?</p> <p>15 A Yes. I think we were inspired to be creative</p> <p>16 about how we might take advantage of all of the</p> <p>17 library that UFC Zuffa had as a way to get it into</p> <p>18 the hands of the fans. So yeah. I think that would</p> <p>19 be a "yes."</p> <p>20 Q And so -- I'm not sure if you said it, but I</p> <p>21 believe you started in 2013 as the chief content</p> <p>22 officer; is that correct?</p> <p>23 A Yeah. I think that's around the right time</p> <p>24 frame, yeah.</p> <p>25 Q Okay. And so when you started as chief</p>
<p style="text-align: right;">15</p> <p>1 that you or others at UFC acquired from other</p> <p>2 promoters?</p> <p>3 MR. WIDNELL: Objection. Form.</p> <p>4 THE WITNESS: I'm not sure what you mean by</p> <p>5 "tape library."</p> <p>6 BY MR. RAYHILL:</p> <p>7 Q So taped -- videotape of MMA events that</p> <p>8 other promoters had put on in -- in the past.</p> <p>9 A It sounds like you're asking about the</p> <p>10 third -- what we would call third party MMA. The</p> <p>11 acquisitions we made regarding those libraries for</p> <p>12 Fight Pass --</p> <p>13 Q Yes. That's correct.</p> <p>14 A -- right?</p> <p>15 I don't know if we -- it wasn't part of our</p> <p>16 normal practice to put that content on UFC.com. But</p> <p>17 it doesn't mean that we didn't. I would -- it</p> <p>18 wouldn't surprise me if we had from time to time,</p> <p>19 but not usually.</p> <p>20 Q I see. So it wasn't like a regular outlet --</p> <p>21 let -- let me rephrase.</p> <p>22 And -- and a fan who wanted to view some of</p> <p>23 that content probably wouldn't go to UFC.com as an</p> <p>24 avenue to view it?</p> <p>25 MR. WIDNELL: Objection. Form.</p>	<p style="text-align: right;">17</p> <p>1 content officer, was that part of your portfolio</p> <p>2 that was part of your duties?</p> <p>3 A It became part of the duties. It wasn't --</p> <p>4 when I started -- when I -- my title shifted to</p> <p>5 chief content officer, Fight Pass wasn't a product</p> <p>6 we were incubating or developing at that time. It</p> <p>7 came later.</p> <p>8 Q Okay. How much later? Do you remember,</p> <p>9 roughly, when it started?</p> <p>10 A Well, if my math is right and I was about</p> <p>11 three years as chief content officer, and Fight</p> <p>12 Pass, I think, launched at the end of '13, it would</p> <p>13 have been somewhere in the -- that year, so to</p> <p>14 speak, or within months of me moving over to that</p> <p>15 title exclusively.</p> <p>16 Q Okay. So while you were chief content</p> <p>17 officer, did you also negotiate other broadcasting</p> <p>18 contracts?</p> <p>19 A Yes.</p> <p>20 Q And can you tell me a little bit about the</p> <p>21 types of contracts that you would have negotiated?</p> <p>22 A I was -- I just want to make sure, because</p> <p>23 you've got it when I was a chief content officer is</p> <p>24 the time period; right? So from '13?</p> <p>25 Q Well, let's -- we'll start with that. And</p>

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<p>30</p> <p>1 Q Okay.</p> <p>2 A I don't think it was recognized in the UK.</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 Q No. And was there one subsidiary that sort</p> <p>8 of covered international broadcasts, generally?</p> <p>9 A "Subsidiary" is a term that I -- even though</p> <p>10 I took corps in law school, I can't really remember</p> <p>11 what it means. But the -- the entity that</p> <p>12 contracted our media rights internationally was</p> <p>13 generally Zuffa International, LLC, was the</p> <p>14 contracting party for our media deals</p> <p>15 internationally.</p> <p>16 Q Okay. And so they would negotiate the deals,</p> <p>17 Zuffa International?</p> <p>18 MR. WIDNELL: Objection. Form.</p> <p>19 THE WITNESS: Employees of Zuffa would</p> <p>20 negotiate the deals.</p> <p>21 BY MR. RAYHILL:</p> <p>22 Q Okay. And so can you just sort of flesh out</p> <p>23 for me where Zuffa International -- what were the --</p> <p>24 what -- what parts of the nego- -- the setting up</p> <p>25 the deal that Zuffa, LLC, takes care of and what</p>	<p>32</p> <p>1 BY MR. RAYHILL:</p> <p>2 Q Okay.</p> <p>3 Just going back to the Fight Pass for a</p> <p>4 minute.</p> <p>5 So did you personally negotiate contracts --</p> <p>6 agreements to acquire tape libraries from other</p> <p>7 promoters -- third -- third -- so-called third party</p> <p>8 promoters? I'm sorry.</p> <p>9 A Yes. Yeah.</p> <p>10 Q About how many?</p> <p>11 A More than 15, less than 30 is my estimate.</p> <p>12 Q Did you negotiate the acquisition of the tape</p> <p>13 library from Invicta?</p> <p>14 MR. WIDNELL: Objection. Form.</p> <p>15 THE WITNESS: I negotiated the rights for the</p> <p>16 distribution of the Invicta content on Fight Pass.</p> <p>17 BY MR. RAYHILL:</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>
<p>31</p> <p>1 parts Zuffa International takes care of?</p> <p>2 MR. WIDNELL: Objection. Form.</p> <p>3 THE WITNESS: Yeah. This is where corporate</p> <p>4 structures and things like that, I'm not a hundred</p> <p>5 percent positive about or maybe even half a percent</p> <p>6 positive about. But generally, the people that</p> <p>7 worked on my team and negotiated the deals were</p> <p>8 employees of Zuffa, LLC, if that's what you're</p> <p>9 asking.</p> <p>10 BY MR. RAYHILL:</p> <p>11 Q Uh-huh.</p> <p>12 A And those employees negotiated contracts and</p> <p>13 when the con- -- when it was time for the contract</p> <p>14 to be drafted, the contracting party was Zuffa</p> <p>15 International, LLC.</p> <p>16 Q I see. And then the contracts themselves</p> <p>17 were drafted by attorneys at -- at Zuffa, or by</p> <p>18 attorneys at Zuffa International?</p> <p>19 MR. WIDNELL: Objection. Form.</p> <p>20 THE WITNESS: Yeah. Each contract was</p> <p>21 different. There were certain forms that were</p> <p>22 generated with our in-house lawyers, and sometimes</p> <p>23 you used the other party's form. It just -- it just</p> <p>24 depended on the deal.</p> <p>25 ///</p>	<p>33</p> <p>1 BY MR. RAYHILL:</p> <p>2 Q And was that typical of the -- the</p> <p>3 acquisition contracts you would negotiate?</p> <p>4 Let me --</p> <p>5 MR. WIDNELL: Objection.</p> <p>6 BY MR. RAYHILL:</p> <p>7 Q Let me rephrase.</p> <p>8 Did you ever negotiate an agreement to</p> <p>9 acquire the -- the tape library of another promoter</p> <p>10 where Zuffa acquired the possession of the -- the</p> <p>11 tape library itself, as opposed to a license?</p> <p>12 MR. WIDNELL: Objection. Form.</p> <p>13 THE WITNESS: Would it help if I explain what</p> <p>14 we were doing? Because the question is a little</p> <p>15 funky for me.</p> <p>16 BY MR. RAYHILL:</p> <p>17 Q Sure.</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>

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<p>66</p> <p>1 avoid a confusion with other mixed martial arts promoters.</p> <p>2</p> <p>3 Would you say that there was not a risk of</p> <p>4 confusion between mixed martial arts and boxing?</p> <p>5 MR. WIDNELL: Objection. Form.</p> <p>6 THE WITNESS: I think our concern about</p> <p>7 confusion was related to MMA. We didn't believe</p> <p>8 that there would be confusion around a boxing event</p> <p>9 or wrestling or judo, which are some of these</p> <p>10 examples.</p> <p>11 BY MR. RAYHILL:</p> <p>12 Q Does this disconnect show that MMA and boxing</p> <p>13 are separate markets?</p> <p>14 MR. WIDNELL: Objection. Form.</p> <p>15 THE WITNESS: I'm sorry. You said, "is this</p> <p>16 disconnected"?</p> <p>17 BY MR. RAYHILL:</p> <p>18 Q The disconnect between mixed martial arts and</p> <p>19 single martial arts.</p> <p>20 A Give it to me one more time. I'm sorry.</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>	<p>68</p> <p>4 BY MR. RAYHILL:</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 BY MR. RAYHILL:</p> <p>18 Q Okay.</p> <p>19 A Or some of these other agreements, I didn't</p> <p>20 negotiate those.</p> <p>21 Q Okay. I'm finished with that document.</p> <p>22 Going back to Fight Pass. Did you say that,</p> <p>23 you know, when you negotiated to acquire the rights</p> <p>24 to other promoters' fight libraries, it was</p> <p>25 primarily for the Fight Pass project?</p>
<p>69</p> <p>1 MR. WIDNELL: Objection. Form.</p> <p>2 THE WITNESS: Yeah. Our licensing efforts</p> <p>3 were to try to build a content offering within Fight</p> <p>4 Pass, yes.</p> <p>5 BY MR. RAYHILL:</p> <p>6 Q Uh-huh. And can you tell me why Zuffa wanted</p> <p>7 to acquire the content of other MMA providers?</p> <p>8 MR. WIDNELL: Objection. Form.</p> <p>9 THE WITNESS: The motivation to acquire the</p> <p>10 content was to give a platform for all this MMA so</p> <p>11 that fans could access it. The -- the content was</p> <p>12 available in very many places around, and we thought</p> <p>13 that, as a service to an MMA fan, that if we could</p> <p>14 make it easy for them to see this content and</p> <p>15 organize it, that it would continue to foster</p> <p>16 interest in the sport of MMA. I mean, we had -- we</p> <p>17 used to say we felt like archivists for the sport.</p> <p>18 We were trying to make sure that this content was</p> <p>19 available for people.</p> <p>20 BY MR. RAYHILL:</p> <p>21 Q Uh-huh. I mean, pres- -- presumably, it was</p> <p>22 to -- it was profitable as well?</p> <p>23 MR. WIDNELL: Objection. Form.</p> <p>24 THE WITNESS: Yeah. We -- we thought that by</p> <p>25 having a complete or, you know, full MMA offering,</p>	<p>69</p> <p>1 MR. WIDNELL: Objection. Form.</p> <p>2 THE WITNESS: Yeah. Our licensing efforts</p> <p>3 were to try to build a content offering within Fight</p> <p>4 Pass, yes.</p> <p>5 BY MR. RAYHILL:</p> <p>6 Q Uh-huh. And can you tell me why Zuffa wanted</p> <p>7 to acquire the content of other MMA providers?</p> <p>8 MR. WIDNELL: Objection. Form.</p> <p>9 THE WITNESS: The motivation to acquire the</p> <p>10 content was to give a platform for all this MMA so</p> <p>11 that fans could access it. The -- the content was</p> <p>12 available in very many places around, and we thought</p> <p>13 that, as a service to an MMA fan, that if we could</p> <p>14 make it easy for them to see this content and</p> <p>15 organize it, that it would continue to foster</p> <p>16 interest in the sport of MMA. I mean, we had -- we</p> <p>17 used to say we felt like archivists for the sport.</p> <p>18 We were trying to make sure that this content was</p> <p>19 available for people.</p> <p>20 BY MR. RAYHILL:</p> <p>21 Q Uh-huh. I mean, pres- -- presumably, it was</p> <p>22 to -- it was profitable as well?</p> <p>23 MR. WIDNELL: Objection. Form.</p> <p>24 THE WITNESS: Yeah. We -- we thought that by</p> <p>25 having a complete or, you know, full MMA offering,</p>

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<p style="text-align: right;">70</p> <p>1 it would make the product more interesting to a</p> <p>2 consumer, yes.</p> <p>3 BY MR. RAYHILL:</p> <p>4 Q But also more profitable to -- to Zuffa.</p> <p>5 Presumably, the more people who are interested in</p> <p>6 watching Fight Pass, the more subscriptions Zuffa</p> <p>7 gets, the more money it makes?</p> <p>8 MR. WIDNELL: Objection. Form.</p> <p>9 THE WITNESS: If we had people interested in</p> <p>10 the product and they bought it, it would generate</p> <p>11 more revenue, yes.</p> <p>12 BY MR. RAYHILL:</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>	<p style="text-align: right;">72</p> <p>1 THE WITNESS: The use of that content?</p> <p>2 BY MR. RAYHILL:</p> <p>3 Q Yes.</p> <p>4 A Yeah. The use of that content with</p> <p>5 everything else, it's a marketing effort, yes.</p> <p>6 Q Would you say that was one of the motivations</p> <p>7 for kind of developing the Fight Pass program?</p> <p>8 MR. WIDNELL: Objection. Form.</p> <p>9 THE WITNESS: Sorry. What was one of the</p> <p>10 motivations?</p> <p>11 BY MR. RAYHILL:</p> <p>12 Q To sort of have access to these archival</p> <p>13 materials that could generate interest for upcoming</p> <p>14 UFC fights?</p> <p>15 MR. WIDNELL: Objection. Form.</p> <p>16 THE WITNESS: Yeah. I'm not -- I -- it</p> <p>17 wasn't a motivating factor for us, as we were</p> <p>18 developing the business, to acquire the rights to</p> <p>19 some of this content. It wasn't, in the way we</p> <p>20 looked at it, no.</p> <p>21 BY MR. RAYHILL:</p> <p>22 Q So I may have asked, but can you just tell me</p> <p>23 what -- what was the -- the motivation? What was</p> <p>24 driving this -- the -- the desire to acquire these</p> <p>25 libraries from other promoters?</p>
<p style="text-align: right;">71</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 BY MR. RAYHILL:</p> <p>6 Q Okay. Does Zuffa use some of the content</p> <p>7 in -- in -- in these acquired libraries to generate</p> <p>8 interest for specific fights? For example, if a</p> <p>9 fighter had fought for one of the acquired</p> <p>10 promoters' library, fighter -- if a UFC fighter had</p> <p>11 fought for one of the promoters whose library you</p> <p>12 acquired, and then that fighter had a fight coming</p> <p>13 up, it would help generate interest for that fight</p> <p>14 for Zuffa to show some of his old fights, maybe --</p> <p>15 his or hers?</p> <p>16 MR. WIDNELL: Objection. Form.</p> <p>17 THE WITNESS: We would use fight footage from</p> <p>18 the fighter that may have existed before they fought</p> <p>19 in the UFC.</p> <p>20 BY MR. RAYHILL:</p> <p>21 Q Yeah.</p> <p>22 A That --</p> <p>23 Q So it helps generate interest for upcoming</p> <p>24 fights?</p> <p>25 MR. WIDNELL: Objection. Form.</p>	<p style="text-align: right;">73</p> <p>1 MR. WIDNELL: Objection. Form.</p> <p>2 THE WITNESS: Yeah. You did, but yeah, I</p> <p>3 don't mind answering again.</p> <p>4 The idea was to broaden the interest in Fight</p> <p>5 Pass by having more MMA content in it, and to expose</p> <p>6 fans to more content in the space, make the offering</p> <p>7 more interesting. And then, as time went on, we</p> <p>8 thought we were becoming archivists; we were trying</p> <p>9 to make sure that this content was available and</p> <p>10 accessible.</p> <p>11 BY MR. RAYHILL:</p> <p>12 Q Based -- based on your experience working in</p> <p>13 the industry for ten years, as you did, would you</p> <p>14 say it gave Zuffa a competitive advantage to have</p> <p>15 access to these libraries over other MMA</p> <p>16 competitors?</p> <p>17 MR. WIDNELL: Objection. Form.</p> <p>18 THE WITNESS: Yeah. Competitive advantage in</p> <p>19 what sense?</p> <p>20 BY MR. RAYHILL:</p> <p>21 Q Gave them more of a market presence, let's</p> <p>22 say. Elevated their -- people's awareness of Zuffa</p> <p>23 in the MMA market?</p> <p>24 MR. WIDNELL: Objection. Form.</p> <p>25 THE WITNESS: I don't -- not sure how to</p>

19 (Pages 70 to 73)

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<p style="text-align: right;">82</p> <p>1 "broadcast," that has a different meaning to me.</p> <p>2 BY MR. RAYHILL:</p> <p>3 Q Okay.</p> <p>4 A I don't think we broadcast these events.</p> <p>5 Q I'm sorry?</p> <p>6 A I don't think we broadcast these events.</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>	<p style="text-align: right;">84</p> <p>1 MR. WIDNELL: Objection. Form.</p> <p>2 THE WITNESS: I don't. I don't know one way</p> <p>3 or another.</p> <p>4 MR. WIDNELL: Do you know if you're planning</p> <p>5 to stop for lunch at any point?</p> <p>6 MR. RAYHILL: I think lunch is a good idea.</p> <p>7 It's fine -- any time is fine with me, so...</p> <p>8 MR. WIDNELL: Okay. I suggest --</p> <p>9 MR. RAYHILL: Now's --</p> <p>10 MR. WIDNELL: That we take a break if you --</p> <p>11 THE WITNESS: Whatever. What time is it?</p> <p>12 MR. BELLAMY: 1:00.</p> <p>13 THE WITNESS: That's fine. A quick lunch.</p> <p>14 THE VIDEOGRAPHER: Going off record. The</p> <p>15 time is 1:02 p.m.</p> <p>16 --oOo--</p> <p>17 (LUNCHEON RECESS)</p> <p>18 --oOo--</p> <p>19 THE VIDEOGRAPHER: This marks the beginning</p> <p>20 of video media No. 2 to the videotaped deposition of</p> <p>21 Marshall Zelaznik. Going back on the record. Time</p> <p>22 is 1:48 p.m.</p> <p>23 BY MR. RAYHILL:</p> <p>24 Q Okay. Good afternoon. Welcome back.</p> <p>25 A Thank you.</p>
<p style="text-align: right;">83</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 BY MR. RAYHILL:</p> <p>15 Q Do you know why Zuffa didn't pay royalties to</p> <p>16 the fighters?</p> <p>17 MR. WIDNELL: Objection. Form.</p> <p>18 THE WITNESS: Again, I don't know if we did</p> <p>19 or we didn't, so I would be speculating.</p> <p>20 BY MR. RAYHILL:</p> <p>21 Q Okay.</p> <p>22 Do you know if Zuffa refrained from paying</p> <p>23 royalties to the fighters whose images were used in</p> <p>24 the Fight Pass archives because of their ancillary</p> <p>25 rights contracts?</p>	<p style="text-align: right;">85</p> <p>1 Q So I want to go back to Pay-Per-Views. And</p> <p>2 so does Zuffa require Pay-Per-View providers to</p> <p>3 charge, like, a minimum charge for Pay-Per-View</p> <p>4 content?</p> <p>5 MR. WIDNELL: Objection. Form.</p> <p>6 THE WITNESS: The retail -- I think you're</p> <p>7 asking about the retail price. The retail price is</p> <p>8 set by the distributor, if that's what you mean.</p> <p>9 BY MR. RAYHILL:</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>

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BY MR. RAYHILL:

Q Okay. I'm finished with that document. Thank you.

Yeah. All right. Okay. Fine.

Okay. Sorry for the delay.

(Plaintiffs' Exhibit 178 was marked.)

THE WITNESS: Okay.

MR. RAYHILL: Okay. You've been handed what's been marked as Exhibit 178.

THE WITNESS: 178, I think. Did you say?

MR. RAYHILL: Yes. That's what I said.

THE WITNESS: Okay. Sorry.

BY MR. RAYHILL:

Q It has the Bates number ZFL-0941497.

Do you recognize this document?

A It looks like an e-mail I would have received.

Q And you would have received it in the ordinary course of business?

A Yes, sir.

Q So looking at roughly in the middle of the page -- excuse me. There's an e-mail from Steven

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Tecci to John Mulkey and yourself.

First of all, can you tell me who Steven -- Steven Tecci is?

A He worked in the research and analytics department at the UFC.

THE REPORTER: Excuse me.

MR. RAYHILL: Sorry.

THE REPORTER: Could you read that one more time?

MR. RAYHILL: Yes. Sorry about that.

BY MR. RAYHILL:

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Q I see. Okay.

**All right. I'm finished with that document.
Thank you.**

(Plaintiffs' Exhibit 179 was marked.)

THE WITNESS: Okay. I have the document.

BY MR. RAYHILL:

Q Okay. So this is Exhibit 179, I believe?
179. It has the Bates number ZFL-1002878.

Do you recognize this document?

A Yes. This would have been an e-mail I received at my time at the UFC.

Q Okay. In the ordinary course of business?

A Yes.

Q Thank you.